

JOINT USE COOPERATIVE AGREEMENT
By and Between
THE MAGNOLIA SCHOOL DISTRICT
and
THE CITY OF ANAHEIM
on
JOINT ENHANCEMENT OF LIBRARY SERVICES

WHEREAS, the development of Joint use library facilities at the Haskett Branch Library and Maxwell Elementary School will serve the interests of both the City of Anaheim (CITY) and the Magnolia School District (DISTRICT); and

WHEREAS, it is the mutual desire of the parties to enhance the value of this project to the entire Anaheim community by creating opportunities for shared use of school and city library and literacy services, and

WHEREAS, CITY and DISTRICT wish to enter into this Cooperative Agreement (Agreement) as a basis for their future joint venture projects;

NOW, THEREFORE, the parties hereto establish the following principles as the basis for this Agreement.

1. ROLES AND RESPONSIBILITIES

The parties will jointly establish staffing requirements for joint use projects, taking into consideration the security and educational requirements of the DISTRICT and the CITY's obligation to maintain open access to the library for the people of the City of Anaheim.

- a. Unless special circumstances, the need for credentialing or other special considerations require otherwise, the responsibility for funding, staffing, supervision, operation and management of joint use projects shall be the responsibility of the party which otherwise would be responsible for the wages of such personnel or the purchase and maintenance of jointly used equipment.
- b. There shall be established hereunder a Joint Coordinating Committee comprised of equal numbers of members from each of the Parties. The function of this standing committee will be to review operational procedures and the assignment of responsibilities to achieve the maximum beneficial effect for the Parties as the joint program matures and recommend improvements in the organization and use of the joint resources.

2. DESCRIPTION OF JOINT SERVICES AND HOW THEY WILL BE PROVIDED

- a. The services to be enhanced for joint benefit under this Agreement shall consist of, but not be limited to, shared electronic and telecommunication services, shared

computer services, shared responsibility for Family Literacy and Homework Center services at the Haskett branch library, shared collections, and collaborative staff development to enhance services and skills as described in the attached Scope of Agreement.

- b. Other shared services may be designated as outgrowths of the cooperation on these enumerated areas of enhanced shared services.

3. HOURS OF SERVICE

The services provided hereunder shall be provided during the normal operating hours of the Haskett Branch Library, which are Monday-Wednesday, noon to 9:00 p.m. and Thursday through Saturday, 10:00 a.m. to 6 p.m. Joint services provided at Maxwell School will be available at the Maxwell School Media Center, Monday through Friday, 8:30 a.m. through 3:30 p.m.

4. NUMBER AND CLASSIFICATION OF STAFF MEMBERS

The following staff members will participate in the jointly enhanced services to be provided under this Agreement:

Haskett Branch Library Personnel

- a. Library Branch Manager: Full Time, Professional
- b. Librarians: 2 Full Time, Professional
- c. Senior Library Clerk Full time, clerical support
- d. Librarian Part time, 2400 hours
- e. Library Technician Part time, 3200 hours
- f. Library Clerk Part time, 5000 hours
- g. Library Page Part time, 5000 hours

Maxwell Elementary School Personnel

- a. Media Center Library Clerk 1 classified employee, 6 hours per day, high school graduate or equivalent
- b. Anaheim Achieves Afterschool 5 part-time support staff, 4 hours per day, high school graduate or equivalent
Program Instructional Assistants
- c. Salk Community Family 1 full time staff, 8 hours Monday - Friday
Resource Center Coordinator

All Haskett Branch Library staff will be trained to support the services provided under this Agreement.

5. USE OF VOLUNTEERS

As a gauge of community support and channels to disseminate information about the program, as well as to augment paid staff to reduce costs and increase effectiveness, volunteers for the joint venture will be recruited by Maxwell Elementary School from, students, staff and parents of the school. Volunteers will also be recruited through the Volunteer Coordinator of the Anaheim Public Library. Training and supervision of volunteers will be the responsibility of Haskett branch library staff.

6. IDENTIFICATION OF JOINT USE PROJECT SITE LOCATIONS

- a. The services to be provided by the **CITY** will be provided at Haskett branch Library, 2650 West Broadway, Anaheim CA 92804.
- b. The services provided by the **DISTRICT** will be offered at Matti Lou Maxwell School, 2613 West Orange Avenue, Anaheim, CA 92804 and Salk Family Resource Center, 1411 S. Gilbert Street, Anaheim, Ca 92804.

7. OWNERSHIP OF SITES, FACILITIES, MATERIALS AND EQUIPMENT

- a. The sites, facilities, materials and equipment shall remain the property of the entity which provides them for joint utilization under this Agreement.
- b. Facilities, materials and equipment dedicated for joint use enhancement shall not be withdrawn during the program period unless replaced in kind.

8. ALL SOURCES AND USES OF FUNDING

The joint venture enhancements and opportunities described in this Agreement are supported by the general funds of the Magnolia School District, the general fund of the City of Anaheim and by public or community grants, donations and in-kind services provided by the community.

9. RESPONSIBILITY FOR FACILITY OPERATION, MAINTENANCE AND MANAGEMENT

The City of Anaheim is responsible for the operation, maintenance and management of all services provided from the Haskett Branch library facility; the Magnolia School District is responsible for programs provided from its facilities.

10. REVIEW AND MODIFICATION PROCESS FOR THE TERMS AND CONDITIONS OF THE AGREEMENT

In addition to the working committee described above, to review progress on program delivery, the administrators of the Anaheim Public Library and the Magnolia School District will meet no less than annually to review and make any necessary

modifications to the work plan and to set program priorities for the joint venture services enumerated in this Agreement. The Agreement may be reopened and amended by joint agreement, and shall be reviewed for consistency and adapted to any changed conditions by the parties' administrators and legal counsel no less than every three years.

11. APPLICABILITY OF FIELD ACT TO PROJECT

This Cooperative Agreement, under which the provision of collaborative not educationally required services will be provided for less than 24 pupils required at one time, is exempt from coverage under the Field Act.

12. RENEWAL PROCESS FOR AGREEMENT

Upon conclusion of its initial twenty year term, this Cooperative Agreement may be renewed for a like period by mutual agreement of the governing boards of the participating entities.

13. COMMITMENT TO PROVIDE SERVICES FOR TWENTY YEARS

The parties to this Agreement commit to maintain the enhanced joint services provided hereunder for no less than twenty years from the Agreement's date of execution.

14. ACKNOWLEDGEMENT OF REQUIREMENT FOR FORTY YEAR COMMITMENT BY LIBRARY

It is understood and agreed by the Anaheim Public Library that Education Code section 19999 and section 20440(e)(3)(G) of the regulations promulgated thereunder require the provision of public library direct services for forty years, and the same are incorporated herein by this reference.

15. SAVINGS CLAUSE

This Agreement shall take effect only in the event that a grant is awarded for the program set forth herein by the State of California. Furthermore, this Agreement becomes effective only if the Haskett branch library project is awarded a grant under the Library Bond Act for the construction of a new Haskett library. Should either of these contingencies not occur, this Agreement shall be null and void.

16. LIABILITY

As between the parties hereto, each of the parties to this Agreement shall be responsible for any claims, liability, injury, lawsuits, actions, or causes of action arising on its property or attributable to its personnel.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties in the matters contained herein, and supersedes all previous agreements and understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

CITY OF ANAHEIM

ANAHEIM CITY SCHOOL DISTRICT

Tor Daily

Date: 6/4/02

Date: _____

Approved as to form:

Jack L. White, City Attorney

By: *Carol J. Flynn Deputy*
5-28-02

Rev. 4/5/02
5/13/02

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CITY OF ANAHEIM

MAGNOLIA SCHOOL DISTRICT

Paul Lucian

Date: _____

Date: 6-4-02

Approved as to form:

Jack L. White, City Attorney

By: _____

Rev. 4/5/02
5/13/02

JOINT USE COOPERATIVE AGREEMENT Magnolia School District and City of Anaheim

Intent of the Agreement:

West Anaheim, served by Magnolia School District and the Haskett Public Library, is a young community. The increasing number of children and families can best be supported through joint efforts of school and city resources. The services described connect students and parents to joint programs and resources available at the Haskett Branch Library. This agreement provides access off track, after school, evening, and Saturday to education and literacy programs that otherwise may not be available to the community.

Joint Venture Projects:

- Shared Electronic/Telecom Services
- Family Literacy Center
- Homework Center
- Computer Center
- Staff Development
- Cooperative collection development
- Delivery of shared resources

Shared Electronic/Telecom Services:

The Magnolia School District operates in an Apple computer environment. It provides and supports Macintosh computers and software for students. The Anaheim Public Library provides and supports a Windows environment. Students can be provided with the entire range of computer products and develop competency in both the OS and Windows environments through shared electronic services. Magnolia School District will provide Macintosh workstations (no less than 3) at the Haskett Branch Library. The District will be responsible for the software, peripheral equipment, and maintenance of these workstations. These workstations will be available, during all open hours, to the community, especially students, for educational uses.

Currently, the District is limited to 56k speeds for telecommunications from the campus to off site resources. As the District develops its telecommunications infrastructure, it will work collaboratively with the City to explore high-speed telecommunications access between Maxwell and Haskett to improve delivery of resources to students and the community.

Electronic resources that support pre literacy, literacy, and curriculum will be provided at Maxwell and Haskett through licensed products available at both sites.

Family Literacy Center:

Both Magnolia School District and Maxwell Branch Library are committed to literacy. Pre literacy and literacy programs are available at the Salk Family Resource Center and Head Start, operated by the Magnolia School District, and at Anaheim Public Libraries, through Children's services and L.I.F.E., the Library's literacy program. District and City staff will work collaborative to provide a full range of family literacy

JOINT USE COOPERATIVE AGREEMENT
Magnolia School District and City of Anaheim

programs and resources at the Family Literacy Center in the Haskett Branch Library. These will include, but not be limited to: Family Reading and Parenting Skills programs.

Homework Center:

An after school homework center for elementary students will be a service of the Haskett Branch Library. Staff for the Center will be provided by the City and supplemented with staff of the Anaheim Achieves after school program supported by the District. Resources available in the Center will include Textbooks, curriculum guides and supports and media from Maxwell school. Volunteers to support this program will be recruited and referred from the District and the City. Workstations for this Center will be provided by the City (Windows) and District (Macintosh).

Computer Center:

Computer literacy is an essential skill for educational and economic success. The City will provide, at Haskett Branch Library, a computer lab for individual skill development and for group workshops. The City and District will collaborate to make referrals for workshops, provide staff for skills training workshops, and recruitment and referrals of volunteers to support the lab.

Staff Development:

Both organizations are experts in education and training areas. Educators have individual areas of subject expertise and a through knowledge of Child development. Library staff are experts in searching, and subject literature, including children's literature. Annual cross training of staff or joint workshops will be provided collaboratively for development of City and District staff to enhance student learning.

Shared Collections:

The mission of each organization is focused on learning and providing resources to encourage literacy. The Magnolia School District has strong collections of core learning materials in multiple formats including textbooks, software, and media. The Anaheim Public Library has strong supplemental collections to support curriculum assignments, reading readiness, and fiction reading. Access to the collections available at Haskett Library and Maxwell School will be provided, from either site, to borrowers with joint library cards. The fines/fees and loan periods will be determined by the ownership of the item borrowed.

Delivery of Shared Resources:

The implementation of the collaborative joint ventures can be maximized through a daily delivery of shared resources. The City and District will develop a route, using District and City vehicles that includes Monday through Friday exchange between Haskett Branch Library and Maxwell School.